EXHIBIT G

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This Deed is made on January /5, 1997 BETWEEN About Ghani Taha		1111	: :	; ;	: :	: :		: :	: :
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whose post office address is 695 Colonial Avenue, Union, New Jersey 07083	, 								
555 Colorian Avertice, Chicos, Item Serady W. Co.S.									
referred:to:as the Grantor,		1141	: :	: :	; :	. :	. 1	. :	: :
AND 3. J. L. Limited	COUNTY OF MONMOUTH	7		• •			,		,
	CONSIDERATION 22, 800								
vhose post office address is the first transfer to the first transfer.	RTFadd'l RTF		()	1.1	1	: :			1.5
144 Ocean Avenue, Long Branch, N.J. 07740	DATE 1-30-47 BY DUBLE	4	•						
er e									
referred to as the Grantes. The words "Grantor" and "Grantes" shall mean all Grantors and all G	Grantees listed above.	: : : :	: : :	: :		: :	:	: :	: :
. Transfer of Ownership. The Grantor grants and conveys	(transfers ownership of) the propert	y (called th	le .						
Property") described below to the Grantee. This transfer is inade for Iwenty Two Thousand (\$22,000.00) Dollars The Grantor acknowledges receipt of this money.	er the sum or								
2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Asb	ury Park								
Block No. 97 Lot No. 10 No property tax identification number is available on the dat	Account No. to of this Deed. (Check box if applicable)	: : :	: :		: :	:	: :	: :
8. Property. The Property consists of the land and all the buildin	ge and structures on the land in :					; ;	į		: ;
the City of Asbury Park	y. The legal description is:					- •	ī		
the City of Asbury Perk County of Monmouth and State of New Jersey	y. The legal description is:	ible).				; ;	:		::
the City of Asbury Park	y. The legal description is: nade a part hereof. (Check box if application. by deed from Frederick A. Prune	ablo). Iti,					:		: :
the City of Monmouth of Asbury Park County of Monmouth and State of New Jerset Please see attached Legal Description annexed hereto and m Being the same premises conveyed to the Grantor, Abdul Ghani Te dated February 1, 1994 and recorded February 14, 1994 in Deed B RK S DFFICE 1991 1994 1995 1	y. The legal description is: nade a part hereof. (Check box if application. by deed from Frederick A. Prune	ublo).					:		• •
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DESCRIPTION

All that certain tract. lot and parcel of land lying and being in the City of Asbury Park. County of Monmouth and state of New Jersey. being more particularly described as follows:

Beginning at an iron pin with cap set in the easterly line of DeWitt Avenue distant southerly 325.00 feet from the intersection of the easterly line of DeWitt Avenue with the southerly line of Lake Avenue and running, thence

- 1. South 64 degrees 00 minutes East, 150.00 feet to an iron pin with cap set; thence
- 2. South 26 degrees 00 minutes West, 25:00 feet to an iron pin with cap set; thence
- 3. North 64 degrees 00 minutes West, 150.00 feet to a cap found in the easterly line of DeWitt Avenue, thence
- 4. Along the easterly line of DeWitt Avenue, North 26 degrees 00 minutes East, 25.00 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Thomas M. Ernst & Associates, Inc., dated January 23, 1994.

NOTE: Being Lot 10 in Block 9% on the Tax Map of the City of Asbury Park, Monmouth County.

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The street address of the Property is:	
promise is called a "covenant as to grantor's acts" (that the Grantor has done no act to encumber the Property. This (N.J.S.A. 46:4-6). This promise means that the Grantor has not
judgment to be entered against the Grantor). 5. Signatures. The Grantor signs this Deed as a	affect the Property (such as by making a mortgage or allowing a
signature.)	
Witnessed By:	NEM Quar (100 (Seal)
Wichessed Dy.	Abdul Ghani Taha
	February Terra
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Mr.	(Seal)
BIII R Fenglamsker	(Seal)
BIII R. Fenstemaker	(Seal)
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	(Seal)
STATE OF NEW JERSEY, COUNTY OF	(Seal)
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Inst.# 1997012853 - Page 3 of 3

COASTAL TITLE AGENCY, INC.

21 WEST MAIN STREET P.O. BOX 740

FREEHOLD, NJ 07728



DEED

This Deed is made on January 17, 1997

BETWEEN

G.J.L. LIMITED

COUNTY OF MONMOUTH CONSIDERATION

a corporation organized and existing under the laws of the State of New Jersey, with its principal office at 444 Ocean Avenue, Long Branch, New Jersey,

referred to as Grantor,

AND

Kimberly B. Powell, single

whose post office address is about to be c/o Capital Assets, 10 Bergen Place, Red Bank, NJ

referred to as Grantee.

The word "Grantee" shall mean all grantees listed above.

The Grantor grants and conveys (transfers ownership of) Transfer of Ownership. the property described below to the Grantee. This transfer is made for the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Asbury Park Account No. Block: 97 Lot: 10

No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the City of Asbury Park, County of Monmouth and State of New Jersey. The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION COMMONLY KNOWN AS: 30 Dewitt Avenue, Asbury Park, NI

Being the same premises conveyed to the Grantor herein by deed from Abdul Ghani Taha January 30, 1997 in the Monmouth dated January 15, 1997 and recorded on ____ County Clerk/Register's office in Deed Book ___ 5572 at Page ___



Inst.# 1997038332 - Page 1 of 3

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18919(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at an iron pin with cap set in the easterly line of DeWitt Avenue distant southerly 325.00 feet from the intersection of the easterly line of DeWitt Avenue with the southerly line of Lake Avenue and running; thence

- 1. South 64 degrees 00 minutes East, 150.00 feet to an iron pin with cap set; thence
- 2. South 26 degrees 00 minutes West, 25.00 feet to an iron pin with cap set; thence
- 3. North 64 degrees 00 minutes West, 150.00 feet to a cap found in the easterly line of DeWitt Avenue; thence
- 4. Along the easterly line of DeWitt Avenue, North 26 degrees 00 minutes East, 25.00 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Thomas M. Ernst & Associates, Inc., dated January 23, 1994.

NOTE: Being Lot 10 in Block 97 on the Tax Map of the City of Asbury Park, Monmouth County.

Issued By: COASTAL TITLE AGENCY, INC. P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728 (908) 308-1650 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881 Promises By Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgement to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its proper corporate seal is affixed.

G.J.L. LIMITED

William J. Kane) presiden

State of New Jersey

SS:

County of Middlesex

<u>Jamuary</u> 17, 199

I CERTIFY that on January 17, 1997, William J. Kane personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the president of G.J.L. LIMITED, the corporation named in

this deed, and was fully authorized to and did execute this deed on its behalf;

(b) this deed was made for \$115,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A.46:15-5).

Signed and sworn before me on

RICHARD J. PEPSNY, ESQ.

ATTORNEY AT LAW STATE OF NEW TERSOY

102-Doed-Bargain and Xale Cov. to Gramon's Act-Corp. to Ind. or Corp. COASTAL TITLE AGENCY, INC.

21 WEST MAIN STREET P.O. BOX 740

FREEHOLD, NJ 07728

Prepared by: LOKRAINE E. KING

用在正理

COUNTY OF MONMOUTH

15

CONSIDERATION

RTF Henry add: RTF

065611

This Beed, made this 24TH day of JANUARY, 1997

Wetween

KIMBERLY E. POWELL

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NJ 07701 herein designated as Grantor

And KIMBERLY E. POWELL and CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC.

KIMBERLY B. POWELL AS TO 40% INTEREST and CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC. AS TO 60% INTEREST

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NJ 07701 herein designated as the Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of UNDER ONE HUNDRED DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of ASBURY PARK
Block 97 Lot 10 Account No.

No Property tax identification number is available on the date of this Deed. (Check this box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the CITY OF ASBURY PARK County of MONMOUTH, the State of New Jersey, and is commonly known as 30 DEWITT AVENUE, ASBURY PARK, NEW JERSEY The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION.

THE GRANTOR WILL WARRANT, SECURE AND FOREVER DEFEND THE TITLE TO THE SUBJECT PROPERTY.

65892418197

Inst.# 1997038333 - Page 1 of 5

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

Fils No. CT-18919(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at an iron pin with cap set in the easterly line of DeWitt Avenue distant southerly 325.00 feet from the intersection of the easterly line of DeWitt Avenue with the southerly line of Lake Avenue and running; thence

- 1. South 64 degrees 00 minutes East, 150.00 feet to an iron pin with cap set; thence
- 2. South 26 degrees 00 minutes West, 25.00 feet to an iron pin with cap set; thence
- 3. North 64 degrees 00 minutes West, 150.00 feet to a cap found in the easterly line of DeWitt Avenue; thence
- 4. Along the easterly line of DeWitt Avenue, North 26 degrees 00 minutes East, 25.00 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Thomas M. Ernst & Associates, Inc., dated January 23, 1994.

NOTE: Being Lot 10 in Block 97 on the Tax Map of the City of Asbury Park, Monmouth County.

Issued By: COASTAL TITLE AGENCY, INC. P.O. Box 740, 21 W. Main Street, Suito 2, Freehold, NJ 07728 (908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

Inst.# 1997038333 - Page 2 of 5

INTERACTION OF CONSULTIATED	STATE OF NE AFFIDAVIT OF CONSIDER (c. 49, P.L	ATION OR EXEMPTION	One Commerce Drive, Cambrid, N. J. 07016
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ATE OF NEW JERSEY	1		ORDER'S USE ONLY
DUNTY OF MONMOUTH	\$55.	Consideration \$ Realty Transfer Rec \$ _	elimit.
JOINT 1 OF		Date 4/ 8	/978/ B
•	•		ate that fee is exclusively for county use.
PARTY OR LEGAL REPRESEN	VTATIVE (See Instructions F	3, 4 and 5 on roverse side)	,
Deponent, KIMBERLY B.	POWELL	, being duly swom acco	arding to law upon his/her outh deposes and
vs that he/she is theGRANTOR			
(But 4)	Charles and the last beautiful Con-		
e deed duice		property identified as Block N	
ot No. 10 locate	ed at 30 DEWITT AVEN	UE, ASBURY PARK	, N.J.
	•		and annexed hereto.
MONMOUTH COUNTY	<u> </u>		and primate reserve
) CONSIDERATION (See Instruction	n 1 6)		
	or to be gold for the immater of the immater of the sassing connection with the transfer of the same o	med and agreed to be paid by the	monetary value of any other thing of value other realty, including the remaining amount to grantee and any other then or encumbrance
3) Full exemption from Fe	B Deponent chalms that the	is deed transaction is fully exer	net from the Realty Transfer Pee Imposed by
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CONSIDERATION !	UNDER ONE HUNDREI	DOLLARS	
n Partial Exemption Fro	OM FER NOTE: AU M	nxes below apply to grantar	(s) only. ALL BOXES IN APPROPRIATE
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DEPOSENT ALIENS OF HEW SENSEY ATEGORY MUST BE CITECKED. Falls Deposent claims that this deed train collowing reason(s): SENIOR CITIZEN (See lastruction in Coranic(s) 62 yes. of age or over. One or two-family residential pres BLIND (See lastruction if s) Corantor(s) legally blind.* DIBABLED (See instruction if s) Cora or two-family residential pres DIBABLED (See instruction if s) Cora or two-family residential pres Receiving disability payments. ON THE CASE OF HURRAND AND WFE, ON GRANTOR NEED GUALIFY. C) LOW AND ANDBERATE INCOME ANOTHER OF HURRAND AND WFE, ON GRANTOR NEED GUALIFY. C) LOW AND ANDBERATE INCOME Belieby new Improvement. Not previously used for may pure Deponent makes this Affidavit to accordance with the provisions of c. 49. Subscribed and Swops to before me this day of LORRAINE E. KING NOTATY PUBLIC OF NEW SERSEY	ire to do so will vald claim for passection is exempt from the increases and incre	articl exemplian. (See Instructured portion of the Really Transcripted by granscripted by gran	rentor(s) at time of sale. Re
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MONMOUTH COUNTY

Inst.# 1997038333 - Page 3 of 5

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor who has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered

in the presence of

STATE OF NEW JERSEY

SS

COUNTY OF MONMOUTH

Be it Remembered, that on January , 1997, before me, the subscriber, a Notary Public of New Jersey, personally appeared KIMBERLY E. POWELL, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined CLERK'S OFFICE J.S.A. 46:15-5, is UNDER ONE HUNDRED DOLLARS.

MONMOUTH COUNTY NEW JERSEY

INSTRUMENT NUMBER
1997038333
RECORDED ON

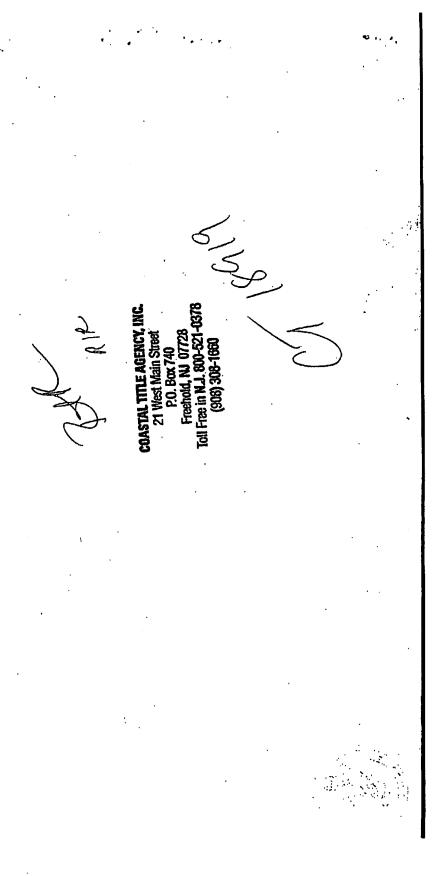
Apr 08, 1997 3:24:45 PM BOOK:08-5589 PG:246 Total Pases: 5

COUNTY RECORDING \$24.80 FEES

DEDICATED TRUST 12 FUND CONMISSION

TOTAL \$26.00

LORRAINE E. KING NOTARY PUBLIC OF NEW JERSEY My Commission Expires Feb. 21, 2001



Station: View23 - 11/16/2010 2:43:56 PM

MONMOUTH COUNTY

Inst# 1997035333 - Page 5 of 5

COASTAL TITLE AGENCY, INC.

WHEN RECORDED MAIL 7

Loan Number: 624172

21 WEST MAIN STREET P.O. BOX 740 FREEHOLD, NJ 07728

ISPACE ABOVE THIS LINE FOR RECORDING DATA)

MORTGAGE

THIS MORTGAGE (" Socurity Instrument") is given on The mortgagor is KIMBERLY E. POWELL

January 1997

("Borrower"). This Security Instrument is given to

NAATIONAL HOMB FUNDING

,which is organized and existing and whose principal office and mailing address is

under the laws of NEW JERSEY 3443 HIGHWAY 9-N HOLIDAY PLAZA, FREEHOLD, NJ 07728

CLender). Borrower owes Lender the principal sum of Bighty Thousand Five Hundred Dollars And 00/100 80,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt February 1, 2012 evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. This Security Instrument and the Note secured hereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions), as defined in New Jersey Laws 1985, ch. 353, § 1 et seq., and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security . For these purposes, Borrower does hereby mortgage, grant and convey to Lender the Instrument is \$ 80,500.00 following described property located in MONMOUTH County, New Jersey:

SEE LEGAL DESCRIPTION ATTACHED HERETO CLERK'S DEFICE HONDOUTH COUNTY

NEW JERSEY

INSTRUMENT NUMBER 1997038334 RECORDED ON Apr 08, 1997 3=24=46 PM BOOK: MB-6166 PG1938

Total Pases: 10 COUNTY RECORDING \$31.00 FEES

DEDICATED TRUST \$2.00 FUND COMMISSION

which has \$83.88 dress of 30 DEWITT AVENUE TOTAL'

ASBURY PARK

[\$treot] 07712 ("Property Address"); New Jersey

* THE HOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS FOR A BALLOCH PAYMENT. THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST IS PAYABLE

[Zip Code] NEW JERSEY-Single Family -Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Form: 3031 9/90 (page 1 of 6 pages

BEBStern ITEM 1924 (9012)

MONMOUTH COUNTY

Inst.# 1997038334 - Page 1 of 10

NO.879 COS

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

1.5

TITLE INSURANCE COMMITMENT

Commitment No.

Pile No. CT-18919(A)

DESCRIPTION

ALL that certain tract, lot and purcel of land lying and being in the City of Asbury Park, County of Meamouth and state of New Jersey, being more particularly described as follows:

Beginning, at an iron pin with cap set in the easterly line of DeWitt Avenue distant southerly 325.00 feet, from the intersection of the easterly line of DeWitt Avenue with the southerly line of Lake Avenue and running; thence

- 1. South 64 degrees 00 minutes East, 150.00 feet to an iron pin with cap set; thence
- 2. South 26 degrees 00 minutes West, 25.00 feet to an iron pin with cap set; thence
- 3. North 64 degrees 00 minutes West, 150.00 feet to a cap found in the easterly line of DeWitt Avenue; thence
- 4. Along the easterly line of DeWitt Avenue, North 26 degrees 00 minutes East, 25,00 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Thomas M. Ernst & Associates, Inc., dated January 23, 1994.

NOTE: Being Lot 10 in Block 97 on the Tax Map of the City of Asbury Park, Monmouth County.

Lisued By: COASTAL TITLE AGENCY, INC. P.O. Box 740, 21 W. Main Street, Suite 2, Freshold, NJ 07728 (908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

Inst# 1997038334 - Page 2 of 10

BALLOON RIDER

LOAN# 624172

(Full Repayment Required at Maturity)

THIS BALLOON RIDER is made this 17TH day of January, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NAATIONAL HOME FUNDING

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

30 DEWITT AVENUE, ASBURY PARK, NJ 07712

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

The Note is a Balloon Note which means that the amount of my monthly payment is insufficient to repay the Note in full by Maturity. Therefore, the final payment will be significantly larger than the other payments under the Note.

I understand that the Lender is under no obligation to refinance the Note or to modify the Note or reset the Note Rate or to extend the Note Maturity Date or the Maturity Date of this Security Instrument, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

I further understand that should I not repay the Note on or before the Maturity Date, I will be in default, and the Lender will have the right to exercise all of its rights against me because of my default, including the right to foreclosure of the Security Instrument, or other remedies permitted by law.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

KIMBERLY E POWELL (Seal)

(Seal)

-Borrower

(Seal)

-Borrower

-Borrower

Balloon Rider

(8-2-95) JC-22205-11



inst.# 1997038334 - Page 3 of 10

1-4 FAMILY RIDER Assignment of Rents

Loan Number: 624172

THIS 1-4 FAMILY RIDER is made this 17th day of January, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NAATIONAL HOMB FUNDING

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

30 DEWITT AVENUE, ASBURY PARK, NJ 07712 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings; storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the heasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D, RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E, "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

MULTISTATE 1-4 PAMILY RIDER - Fannis Mac/Freddis Mac Uniform Instrument

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OTWER ITEM 1790 (9410)

- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leaschold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an

assignment for additional security only.

if Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of

Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2

of this 1-4 Family Rider.			
	A A.		
Kunhody Felou	(Seal)	•	(Seal
KIMBERLY E. POWELL	-Borrower	 	-Borrowe
	(Seal)		(Seal
	-Borrower		-Borrowe
• • •			· ·

MONMOUTH COUNTY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record-

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (o) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Bscrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was

made. The Funds are pledged as additional security for all sums secured by this Security Instrument, If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the Hen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (o) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

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requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Socurity Instrument or Lender's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process; gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance as never approved by Lender. If substantially equivalent mortgage insurance overage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Pamily -- Pannie Mac/Preddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be resid to I codes

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Bourower Not Released; Porbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right

or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security

Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument

shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural parson) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may

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specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower shall pay any recordation costs.
- 23. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

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24 Didam to this Security Instrume	ent. If one or more riders are executed by I	Sorrower and recorded together with this
Committee Treatment the coverants and a	greements of each such rider shall be incorpor- purity Instrument as if the rider(s) were a part of	ated into and shall amend and supplement
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
XX Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify] LEGA	L DESCRIPTION	
BY SIGNING BELOW, Borrower ac any rider(s) executed by Borrower and re	ccepts and agrees to the terms and covenants co	ontained in this Security Instrument and in
Signed, sealed and delivered in the prese	Linaly III.	LL (Seal)
January Co		(Seal)
		-Borrower
		(Seal)
		(Seal) -Borrower
STATE OF NEW JERSEY,	Month count	-Borrower y as:
On this 17th day of	January , 1997 , before	-Borrower y as: re me, the subscriber, personally appeared
On this 17th day of KIMBERLY E. POWELL 15 the person(s) named in a acknowledged that She signed	January , 1997 ,beform and who executed the within instrument, and the d, seeled and delivered the same as	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied,
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On this 17th day of KIMBERLY E. POWELL 15 the person(s) named in a acknowledged that She signed deed, for the purposes therein expressed	January , 1997 , before and who executed the within instrument, and the d, sealed and delivered the same as	who, I am satisfied, reupon she act and
On this 17th day of KIMBERLY E. POWELL is the person(s) named in a scknowledged that She signed deed, for the purposes therein expressed. This instrument was prepared by: SO Receipt of a true copy of this instrument.	January , 1997 , before and who executed the within instrument, and the d, sealed and delivered the same as 1. LORRAINE E. KIN NOTARY PUBLIC OF NEW MOTARY PUBLIC	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon she her RSEY 21, 2061
On this 17th day of KIMBERLY E. POWELL is the person(s) named in a scknowledged that She signed deed, for the purposes therein expressed. This instrument was prepared by: SO Receipt of a true copy of this instrument.	January , 1997 , before the within instrument, and the d, sealed and delivered the same as d. LORRAINE E. KIN NOTARY PUBLIC OF NEW MOTARY PUBLIC OF NEW MOT	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon she her act and Notary Public 21, 2961 ged. (Seal)
On this 17th day of KIMBERLY E. POWELL is the person(s) named in a scknowledged that She signed deed, for the purposes therein expressed. This instrument was prepared by: SO Receipt of a true copy of this instrument.	January , 1997 , before and who executed the within instrument, and the d, sealed and delivered the same as the LORRAINE E. KIN NOTARY PUBLIC OF NEW LAY Commission Expires Feb.	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon she act and Notary Public POWELL (Seal)
On this 17th day of KIMBERLY E. POWELL 18 the person(s) named in a acknowledged that She signed deed, for the purposes therein expressed. This instrument was prepared by: SO Receipt of a true copy of this instrument.	January , 1997 , before the within instrument, and the d, sealed and delivered the same as d. LORRAINE E. KIN NOTARY PUBLIC OF NEW MOTARY PUBLIC OF NEW MOT	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon set and Notary Public 21, 2361 God. (Seal) -Borrower -Borrower
On this 17th day of KIMBERLY E. POWELL is the person(s) named in a acknowledged that she signed deed, for the purposes therein expressed. This instrument was prepared by: SO	January , 1997 , before the within instrument, and the d, sealed and delivered the same as d. LORRAINE E. KIN NOTARY PUBLIC OF NEW MOTARY PUBLIC OF NEW MOT	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon she act and Notary Public ERSE 21, 2861 Geal) (Seal)
On this 17th day of KIMBERLY E. POWELL is the person(s) named in a acknowledged that she signed deed, for the purposes therein expressed. This instrument was prepared by: SO Receipt of a true copy of this instrument.	January , 1997 , before the within instrument, and the d, sealed and delivered the same as d. LORRAINE E. KIN NOTARY PUBLIC OF NEW MOTARY PUBLIC OF NEW MOT	Borrower y as: re me, the subscriber, personally appeared who, I am satisfied, reupon she act and Notary Public POWBILL Seal) Borrower (Seal) (Seal)

MONMOUTH COUNTY

Inst.# 1997038334 - Page 10 of 10

EXHIBIT H

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This Deed	la mada an	November 18199	6	STANLEY YACKER, ESQ. 330 HIGHWAY 34 - SUITE 3 MATAWAN, NJ 07747	
BETWEE	N				
	D&MA	SSOCIATES, A PAR	TNERSHIP		
•	office address				
405 Munro	e Avenue, Asi	oury Park, New Jerse	oy 07712	COUNTY OF MONMOUTH	_
referred to	as the Granto	r,		CONSIDERATION 10,500 D RTF 246.75 add RTF	-
	CRISTO	PROPERTY MANAG	EMENT LTD.	DATE 3/3/-978Y DUBIN	
whose pos	t office addres	3 is daku	0000 Drive, Pari	n, NO 08859	
	٠,				
referred to The words	s as the Grant "Grantor" an	d "Grantee" shall me	an all Grantors and all Gran		
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		gos receipt of this mor		tuna Taunchin	
	lo property tax	Let No. identification number	188 er is available on the date of	tune Township Account No. I this Deed. (Check box if applicable.)	
3. Prope the To County of	ownship	of Ne	land and all the buildings optime and State of New Jersey.	and structures on the land in The legal description is:	
				e a part hereof. (Check box if applicable).	
Associate	e same premi es dated Marc ok 4919, page	n 9, 1989 and record	Grantor herein by Deed fro ed in the Monmouth Count	om Robert V. Chadwick, et als, to D & t y Clerk's Office on March 14, 1989 in	v i
CLERK'S OFFI HONHOUTH COL HEW JERSEY	ICE JNTY				,
INSTRUMENT NO. 19970245	BER .				
recorded of	997				
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COUNTY RECORDING FEES	\$20.00			£	
DEDICATED TRUST FUND COMMISSION COUNTY REALTY	\$2.00 \$70.57				
TRANSFER FEEB BYATE REALTY	\$176.18				
TRANSFER FEES TOTAL	126 Prepared b	y: (print alguer's name bek	w signature)	(For Recorder's Use Only)	·
	Cliga	abult To	OYARY PUBLIC		
	L	mary to Armini manager of a second part of the character of			

103 - Deed - Bargsin and Sale Cov. to Granter's Act - Ind. to Ind. or Corp. Plain Language 7/96 01995 by ALL-STATE Lagal, a Division of ALL-STATE tutornational, inc. (808) 272-8800 Page 1

MONMOUTH COUNTY

Inst.# 1997024515 - Page 1 of 3

326 Fisher

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18760(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Neptune, County of Mormouth and state of New Jersey, being more particularly described as follows:

Beginning at a point on the easterly line of Fisher Avenue, distant southerly along the same 278 feet from the intersection with the southerly line of Holly Avenue; thence

- 1. South 86 degrees 30 minutes 00 seconds East a distance of 149.89 feet to a point; thence
- 2. South 03 degrees 38 minutes 15 seconds West a distance of 25 feet to a point; thence
- 3. North 86 degrees 30 minutes 00 seconds West a distance of 149.83 feet to a point on the easterly line of Fischer Avenue; thence
- 4. Continuing along the same on a course of North 03 degrees 30 minutes 00 seconds Bast a distance of 25 feet to the point and place of Beginning.

NOTE: Being Lot(s) 188, Block 194, Tax Map of the Township of Neptune.

Issued By:

COASTAL TITLE AGENCY, INC.

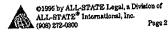
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FRANK J. MANDIA, JR., ESQ.

400 The street address of the Property is: 328 Fisher Avenue, Neptune, New Jersey 07753 4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor). 5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.) (Scal) Witnessed By: D & M ASSOCIATES, A PARTNERHSHIP (Scal) by: (Seal) FRANK J. MANDIA, JR., Partner 88.: STATE OF NEW JERSEY, COUNTY OF MONMOUTH November 18 1996 I CERTIFY that on ALPHONSE J. DeMARIA and FRANK J. MANDIA, JR., partners of D & M ASSOCIATES, A PARTNERSHIP personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed; (b) executed this Deed as his or her own act; and, as the full and actual consideration paid or to be paid for the (c) made this Deed for \$ 70,500.00 as the ful transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.) RECORD AND RETURN TO: Chrosophy Tag (Privatame and title bothw algorithm) ELIZABETH J. PAGETARA NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 4, 1998

103 - Deod - Bargain and Sals Cov. to Grantor's Act - Ind. to Yad, or Corp. Phin Language 7/96



MONMOUTH COUNTY

Inst. # 1997024515 - Page 3 of 3

STANLEY YACKER, ESQ. 330 HIGHWAY 34 - SUITE 3 MATAWAN, NJ 07747

spared by:

DEED

This Deed is made on NOVEMBER 18, 1996,

COUNTY OF MONMOUTH CONSIDERATION /

BETWEEN:

CRISTO PROPERTY MANAGEMENT, LTD.

a corporation in the state of NEW JERSEY, having its principal office at 952 Route 34, Matawan Mall, 2nd Floor, Matawan, New Jersey 07747 referred to as the Grantor.

AND:

DONALD DEVINCENZO whose post office address is about to be 326 FISHER AVENUE, NEPTUNE, NEW JERSEY

referred to as Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED FIFTY SIX THOUSAND DOLLARS (\$156,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of NEPTUNE Lot No 188 Account no. Block No.

No Property tax identification number is available on the date of this Deed. (check box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the TOWNSHIP of NEPTUNE County of MONMOUTH and State of New Jersey. The legal description is: COMMONLY KNOWN AS:326 FISHER AVENUE, NEPTUNE, NEW JERSEY.

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION.

BEING THE SAME PREMISES CONVEYED TO THE GRANTOR HEREIN BY DEED FROM D & M ASSOCIATES, A NEW JERSEY PARTNERSHIP, DATED NOVEMBER , 1996 AND INTENDED TO BE RECORDED IN THE MONMOUTH COUNTY CLERK'S OFFICE SIMULTANEOUSLY HEREWITH AND IMMEDIATELY PRIOR HERETO.

5529.111

inst,# 1997024516 - Page 1 of 3

326 Fisher

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18760(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Neptune, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point on the easterly line of Fisher Avenue, distant southerly along the same 278 feet from the intersection with the southerly line of Holly Avenue; thence

- 1. South 86 degrees 30 minutes 00 seconds East a distance of 149.89 feet to a point; thence
- 2. South 03 degrees 38 minutes 15 seconds West a distance of 25 feet to a point; thence
- 3. North 86 degrees 30 minutes 00 seconds West a distance of 149.83 feet to a point on the easterly line of Fischer Avenue; thence
- 4. Continuing along the same on a course of North 03 degrees 30 minutes 00 seconds East a distance of 25 feet to the point and place of Beginning.

NOTE: Being Lot(s) 188, Block 194, Tax Map of the Township of Neptune.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

inst,# 1997024516 - Page 2 of 3

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

By: WILLIAM (F. KANE, President

STATE OF NEW JERSEY:

SS:

COUNTY OF MIDDLESEX:

I CERTIFY, that on this 18 day of NOVEMBER, 1996, WILLIAM J. KANE came before me in person and stated to my satisfaction, under oath, that:

- (a) he is the President of CRISTO PROPERTY MANAGEMENT, LTD., the entity named in the within instrument, and was fully authorized to and did execute this instrument on its behalf;
- (b) this Deed was made for the \$156,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Signed and sworn before me on

11/18/96

Notary Public

LORRAINE E. KING NOTARY PUBLIC OF NEW JERSEY. My Committee of the 21, 2001

Inst.# 1997024516 - Page 3 of 3

RECORD & RETURN TO: STANLEY YACKER, ESQ. 220 HWY 34 MATAWAN, NJ 07747 Decd-Bargain & Sale 056879

Prepared by:

LORRAINE E. KING

DEED

COUNTY OF MONMOUTH

CONSIDERATION.

ATF CALLMENTOT ATF

This Deed, made this 18th day of NOVEMBER, 1996

Between DONALD DIVINCENZO located at 326 FISHER AVENUE, NEPTUNE, N.J.herein designated as Grantor

And DONALD DIVINCENZO & CAPITAL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC.

DONALD DIVICENZO AS TO 40% INTEREST AND CAPITOL ASSETS PROPERTY MANAGEMENT & INVESTMENT, CO., INC. AS TO 60% INTEREST

located at 10 WEST BERGEN PLACE, SUITE 104, RED BANK, NEW JERSEY 07701 herein designated as the Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of UNDER ONE HUNDRED DOLLARS. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of NEPTUNE Block 194 Lot 188 Account No.

No Property tax identification number is available on the date of this Deed. (Check this box if applicable.)

Property. The Property consists of the land and all the buildings and structures on the land in the CTTY OF NEPTUNE, County of MONMOUTH, the State of New Jersey, and is commonly known as 326 FISHER AVENUE, NEPTUNE, NEW JERSEY The legal description is:

SEE ATTACHED SCHEDULE FOR LEGAL DESCRIPTION.

THE GRANTOR WILL WARRANT, SECURE AND FOREVER DEFEND THE TITLE TO THE SUBJECT PROPERTY.

6579. 114 31997

Inst.# 1997024517 - Page 1 of 4

236 Fisher

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18760(A)

DESCRIPTION

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ALL that certain tract. lot and parcel of land lying and being in the Township of Neptune. County of Monmouth and state of New Jersey. being more particularly described as follows:

Beginning at a point on the easterly line of Fisher Avenue, distant southerly along the same 278 feet from the intersection with the southerly line of Holly Avenue; thence

- 1. South 86 degrees 30 minutes 00 seconds East a distance of 149.89 feet to a point; thence
- 2. South 03 degrees 38 minutes 15 seconds West a distance of 25 feet to a point; thence
- 3. North 86 degrees 30 minutes 00 seconds West a distance of 149.83 feet to a point on the easterly line of Fischer Avenue; thence
- 4. Continuing along the same on a course of North 03 degrees 30 minutes 00 seconds East a distance of 25 feet to the point and place of Beginning.

NOTE: Being Lot(s) 188, Block 194, Tax Map of the Township of Neptune.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

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NEW JERSEY

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Inst.# 1987024517 - Page 2 of 4

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a manager a secretation of the	4. 47	6, P. L. 1975) 68, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)
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tate of New Jersey	es.	Consideration \$
COUNTY OF MONMOUTH		Realty Transfer Fee \$ Sylvas TW
* •	*	*Use symbol "C" to indicate that fee is exclusively for county use
i) Party or Legal Represed	NTATIVE (See Instruct)	
I) PARTI OR LEGISTER STATE	,	•
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ays that he/she is the	CRANT	Dir. Corporate Officer, Officered 133e Co. Localing Inethotics, 661-)
n a decd dated NOVEMBER 18.		g real property identified as Block No. 194
		R AVENUE NEPTURE N. J.
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(2) CONSIDERATION (See Instruction	n #6)	and the second s
Deponent states that, with respect t	to deed hereto annexed, the	he octual amount of minney and the monetary value of any other thing of va- er of title to the lands, tenements or other realty, including the remaining amo
constituting the entire compensation paid t	of 10 oc ham in the name	assumed and aggred to be paid by the granice and any other lien or encumbra
thereon not pold, satisfied or removed in c	Connection with the county	A DI 1130 1 T T TOTAL TO
(3) FULL EXEMPTION FROM FE	E Deponent claims (that this deed transaction is fully exempt from the Realty Transfer Fee imposed
c.49, P.L. 1968, for the following reason	(e): Explain in detail. (See	Instruction #7.) More reference to exemption symbol is not sufficient.
CONSIDERATION I	UNDER ONE HUNI	DRED DOLLARS
	Α	,
Deponent claims that this deed tran-	saction is exempt from me	n for partial exemption. (See Instructions #8 and #9)
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Inst.# 1997024517 - Page 3 of 4

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor who has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered

in the presence of

Novally delime

STATE OF NEW JERSEY

SS

COUNTY OF MONMOUTH

Be it Remembered, that on NOVEMBER 18, 1996, before me, the subscriber, a Notary Public of New Jersey, personally appeared DONALD DEVINCENZO, who I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in N.J.S.A. 46:15-5, is UNDER ONE HUNDRED DOLLARS.

LORRAINE E. KING NOTARY PUBLIC OF NEW JERSEY My Commission Expires Feb. 21, 2001

WHEN RECORDED MAIL T STANLEY YACKER, ESQ.

WALSH SECURITIES, IN

330 HIGHWAY 34 - SUITE 3 MATAWAN, NJ 07747

PARSIPPANY,

Loan Number: 622861

ISPACE ABOVE THIS LINE FOR RECORDING DATA].

MORTGAGE

THIS MORTGAGE (" Security Instrument") is given on The mortgagor is DONALD DEVINCENZO, UNMARRIED

18, 1996 November

("Borrower"). This Security Instrument is given to

NATIONAL HOMB FUNDING

, which is organized and existing

, and whose principal office and mailing address is under the laws of NEW JERSEY 3443 HIGHWAY 9-N; HOLIDAY PLAZA, FREEHOLD, NJ 07728

One Hundred Seventeen Thousand Dollars And 00/100

117,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt December 1, 2011 evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. This Security Instrument and the Note secured hereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions), as defined in New Jersey Laws 1985, ch. 353, § 1 et seq., and upon such modification, shall have the benefit of the lien priority provisions of that law. The maximum principal amount secured by this Security . For these purposes, Borrower does hereby mortgage, grant and convey to Lender the Instrument is \$ 117,000.00 following described property located in MONMOUTH County, New Jersey: SEE LEGAL DESCRIPTION ATTACHED HERETO

CLERK'S OFFICE MONROUTH COUNTY **NEW JERSEY**

INSTRUMENT HUMBER 1997024518 RECORDED ON Mar 03, 1997 3148139 PM

> BDOK#118-6148 PG#395 Total Pases: 10

COUNTY RECORDING \$31.00

FEES

TOTAL

DEDICATED AND THANK THAS 182.90 dress of 326 FISHER AVENUE FUND COMMISSION [Street] 07753

[Zip Code]

("Property Address");

NEPTUNE

• THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS FOR A BALLOON PAYMENT. THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST IS PAYABLE

NEW JERSEY-Single Pamily -Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3031 9/90 (page 1 of 6 pages)

#Eastern 17HM 1924 (9012) Soliware

MONMOUTH COUNTY

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New Jerse 33.00

326 Febru

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-18760(A)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Neptune, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point on the easterly line of Fisher Avenue, distant southerly along the same 278 feet from the intersection with the southerly line of Holly Avenue; thence

- 1. South 86 degrees 30 minutes 00 seconds East a distance of 149.89 feet to a point; thence
- 2. South 03 degrees 38 minutes 15 seconds West a distance of 25 feet to a point; thence
- 3. North 86 degrees 30 minutes 00 seconds West a distance of 149.83 feet to a point on the easterly line of Fischer Avenue; thence
- 4. Continuing along the same on a course of North 03 degrees 30 minutes 00 seconds East a distance of 25 feet to the point and place of Beginning.

NOTE: Being Lot(s) 188, Block 194, Tax Map of the Township of Neptune.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

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BALLOON RIDER

LOAN # 622861

(Full Repayment Required at Maturity)

THIS BALLOON RIDER is made this 18TH day of November, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NATIONAL HOME FUNDING

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

326 FISHER AVENUE, NEPTUNE, NJ 07753

(Property Address)

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

The Note is a Balloon Note which means that the amount of my monthly payment is insufficient to repay the Note in full by Maturity. Therefore, the final payment will be significantly larger than the other payments under the Note.

I understand that the Lender is under no obligation to refinance the Note or to modify the Note or reset the Note Rate or to extend the Note Maturity Date or the Maturity Date of this Security Instrument, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

I further understand that should I not repay the Note on or before the Maturity Date, I will be in default, and the Lender will have the right to exercise all of its rights against me because of my default, including the right to foreclosure of the Security Instrument, or other remedies permitted by law.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

DONALD DEVINCENZO (Scal)

-Borrower

(Scal)
-Borrower

(Scal)
-Borrower

(Scal)
-Borrower

(8-2-95) JC-22205-11

Balloon Rider

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1-4 FAMILY RIDER Assignment of Rents

Loan Number: 622861

THIS 1-4 FAMILY RIDBR is made this 18th day of November, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

NATIONAL HOME FUNDING

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

326 FISHER AVENUE, NEPTUNE, NJ 07753
[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".
- B. USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted,

MULTISTATE 1-4 PAMILY RIDER - Famile Mac/Freddin Mac Uniform Instrument

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501W4E ITEM 1790 (9410)

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- F, BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees	to the terms and provisions contained in pages 1 and 2
of this 1-4 Family Rider.	
Juneal Jeuneary (Seat)	(Seal)
DONALD DEVINCENZO -Borrower	-Borrower
(Seal)	(Seal)
-Borrowet	-Borrower
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (o) secures from the holder of the hen an agreement satisfactory to Lender subordinating the hen to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

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requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically fensible and Lender's security is not lessened. If the restoration or repair is not economically fensible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lendar's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
 - 10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Pannie Mac/Preddle Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in parsgraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability, This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meats certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

Single Family -- Famile Mac/Freddle Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 4 of 6 pages)

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The praceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 23. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

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Adjustable Rate Rider		Condominium Rider	XX 1-4 Family Rider
Graduated Payment Rider		Planned Unit Development Rider	Biweekly Payment Rider
XX Balloon Rider		Rate Improvement Rider	Second Home Rider
Other(s) [specify] LEGAL	רה אם מי	·	Second Home Kidel
West Ormer(s) Isbectty1 DEGATE	DAGER	TEITON	
			ntained in this Security Instrument and in
any rider(s) executed by Borrower and recor			Pun Cenzo (Seal)
Signed, scaled and delivered in the presence	or:	DONALD DEVINCENZ	(Seal) O -Borrower
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, , ,		**************************************	-Borrower
			-Borrower
			40
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STATE OF NEW JERSEY,	L	Immore the Country	· 63:
On this 18th day of	Novém	ber , 1996 ,befor	e me, the subscriber, personally appeared
On this 18th day of the control of t	Novem	ber , 1996 ,befor	e me, the subscriber, personally appeared
DONALD DEVINCENZÓ			who, I am satisfied,
DONALD DEVINCENZÓ is the person(s) named in and v	who exec	ber , 1996 ,befor uted the within instrument, and ther delivered the same 357	who, I am satisfied,
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DONALD DEVINCENZO is the person(s) named in and vacknowledged that he signed, so deed, for the purposes therein expressed.	who exec	uted the within instrument, and ther delivered the same as	who, I am satisfied, supon he his act and king Notary Public
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